

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

COLLEEN HILLS, : C.A. NO. 05-172 JJF
: :
Plaintiff : ARBITRATION CASE
v. : :
LORENZO ROMERO-SANCHEZ, :
LINDA PULLMAN and :
BJORN M. HAGLID, :
: :
Defendants : :

PLAINTIFF'S RESPONSE TO DEFENDANT SANCHEZ' MOTION TO DISMISS

Plaintiff, by and through her attorneys, Thomas F. Sacchetta, Esquire and Timothy Rafferty, Esquire, respond to defendant Sanchez' Motion to Dismiss, as follows:

1. Admitted.
2. Admitted.
3. Denied as stated. It is denied that defendant Sanchez has not been served.

Plaintiff served defendant Sanchez at the home of defendant Pullman. Attached as Exhibit "A" is a copy of an arbitration transcript which indicates that defendant Sanchez did, in fact, reside at the Pullman address.

4. Denied as stated. It is admitted that plaintiff and defense counsel have discussed the service issue with respect to Mr. Sanchez; however, plaintiff's counsel believes that service was effectuated, and therefore did not seek leave of court for an extension of time for service. It is respectfully requested that in the event that the court finds that proper service was not made upon Mr. Sanchez, the court extend additional time for plaintiff to make further effort to serve Mr. Sanchez. It has been represented to plaintiff's counsel that Mr. Sanchez presently resides in Mexico.

5. Denied as stated. It is denied that Mr. Sanchez was not served and that a motion to dismiss should be granted. It is respectfully requested that should the court find that service has not been effectuated, additional time for service be granted, in light of the fact that defendant Sanchez now purportedly resides in Mexico.

/s/ Thomas F. Sacchetta, Esquire
THOMAS F. SACCHETTA, ESQUIRE

/s/ Timothy Rafferty, Esquire
TIMOTHY RAFFERTY, ESQUIRE

CERTIFICATE OF SERVICE

Thomas F. Sacchetta, Esquire, hereby certifies that on this date, a true and correct copy of plaintiff's Response to Motion to Dismiss was served upon the following counsel for defendants, via First Class U.S. Mail:

Nicholas E. Skiles, Esquire
Swartz Campbell, LLC
300 Delaware Avenue, Suite 1130
P.O. Box 330
Wilmington, DE 19899

Richard Abrams, Esquire
800 Delaware Avenue, Suite 200
Wilmington, DE 19801

/s/ Thomas F. Sacchetta, Esquire
THOMAS F. SACCHETTA, ESQUIRE

/s/ Timothy Rafferty, Esquire
TIMOTHY RAFFERTY, ESQUIRE

April 13, 2006

1 IN THE SUPERIOR COURT
2 OF THE STATE OF DELAWARE
3 IN AND FOR NEW CASTLE COUNTY

4 - - -
5 BJORN HAGLID, : C.A. NO.
6 Plaintiff, : 04C-07-192 (JRS)
7 v. :
8 LORENZO ROMERO-SANCHEZ, :
9 and LINDA PULLMAN, :
10 Defendants. :
11 - - -
12 June 1, 2005
13 - - -
14 Arbitration hearing in the
15 above matter, held in the offices of
16 Rosenthal, Monhait, Gross & Goddess, Suite
17 1401, 919 North Market Street, Wilmington,
18 Delaware 19801, beginning at 10:14 a.m., on
19 the above date, before Shenna M. Basye-Cara,
20 a Professional Reporter and a Notary Public
21 in the State of Delaware.

ORIGINAL

22 ESQUIRE DEPOSITION SERVICES
23 Suite 760, One Commerce Center
24 12th & Orange Streets
25 Wilmington, Delaware 19801
26 (302) 426-9857

1

- - - - -

2

LINDA PULLMAN, after having
been duly sworn, was examined and
testified as follows:

5

- - - - -

6

EXAMINATION

7

- - - - -

8

BY MR. ROSEMAN:

9

Q. Where did you live on
10 March 23, 2003?

11 A. 716 Berry Road, Wilmington,
12 Delaware. B-E-R-R-Y.

13

Q. Who did you live there with?

14

A. At -- what date was that?

15

Q. March 23, 2003.

16

A. From what I remember, in all
17 actuality, I was living there by myself at
18 that time.

19

Q. Did you have a relationship
20 with the codefendant?

21

A. Yes, I did.

22

Q. What was the nature of the
23 relationship?

24

A. It was completely and --

1 complete involvement. Complete. And we
2 have resided together. During the course of
3 that time his wife was on her way, coming
4 here. She had never been here, but she was
5 coming here. And even though him and I had
6 an extramarital affair -- or he had an
7 extramarital affair, we knew she was coming
8 and I think at that point he had returned to
9 living back in New Castle.

10 Q. When was the last time you
11 recall living with the codefendant?

12 A. I honestly don't remember. It
13 at various points was tumultuous and -- so I
14 really, honestly couldn't tell you.

15 Q. Did the codefendant own a
16 motor vehicle?

17 A. I believe. Yeah.

18 Q. Do you know what type of motor
19 vehicle he owned?

20 A. I don't remember.

21 Q. Did he own a motor vehicle on
22 March 23, 2003?

23 A. From what I remember, uh-huh.

24 Q. Did you own a motor vehicle on

1 THE ARBITRATOR: There may be
2 an opportunity to clarify something.
3 I'm sorry.

4 MR. MONES: That's okay.

5 MS. PULLMAN: It's all right.

6 THE ARBITRATOR: I shouldn't
7 say language barrier, but I don't
8 speak Spanish. Mr. Roseman, I guess
9 you don't speak Spanish either.

10 MR. ROSEMAN: No.

11 - - -

12 LORENZO ROMERO-SANCHEZ after
13 having been duly sworn through the
14 interpreter, was examined and
15 testified as follows:

16 - - -

17 EXAMINATION

18 - - -

19 BY MR. ROSEMAN:

20 Q. What is your full name?

21 A. Lorenzo Sanchez Romero.

22 Q. Where were you living on
23 March 22, 2003?

24 A. In Newark, Delaware.

1 Q. Did you ever live with the
2 codefendant?

3 A. Yes. We had an intimate
4 relationship and sometimes I stayed at her
5 house.

6 Q. When was the last time you had
7 stayed at her house?

8 A. I don't remember the exact
9 date. We did have some difficult times
10 because of the accident, but I remember that
11 month and it could have been March.

12 Q. During the course of your
13 relationship with the codefendant, would you
14 lie to her on a regular basis?

15 MR. MONES: Objection. Before
16 he answers, I want a ruling. Is
17 that -- that is -- that's an
18 irrelevant and prejudicial question.

19 THE ARBITRATOR: Well, of
20 course, the other witness said that
21 he did lie frequently.

22 MS. PULLMAN: Regarding women.

23 MR. ROSEMAN: I also think his
24 credibility in this case is --